

NORTH CAROLINA
PITT COUNTY

**APARTMENT/CONDOMINIUM COMPLEX/DUPLEX/RESIDENTIAL
AGREEMENT**

This Agreement entered into this the _____ day of _____, 20__, by and between _____ (hereinafter referred to as "Complex" such reference and designation shall include single family dwellings, vacant lots, abandoned houses, apartments, duplexes, and other multi-family dwellings or residences) and the City of Greenville Police Department (hereinafter referred to as "Police Department"):

WITNESSETH

The Complex, by and through its Manager, Property Manager, President of the Homeowners' Association or Owner, desires to appoint each sworn officer of the Police Department by and through the Chief of Police as Agent-in-Fact and each member as evidenced by the signature of the Chief of Police or designee agrees to such an appointment subject to the following conditions, restrictions and limitations:

1. The Complex has posted No Trespassing Signs in conspicuous locations on the premises including but not limited to the entrance and exits to the Complex, the common areas and parking areas in a size and manner that is visible to the general public or likely intruders. This Agreement cannot be enforced until the signs are erected. The Owner/Manager is responsible for contacting the City of Greenville Public Works Department to obtain the required signs and make arrangements to install.
2. Members of the Police Department are expressly authorized to ask anyone who is not legitimately on the premises or anyone who is not a guest of a resident to immediately leave the premises. This Grant of Power allows the Police Department member to ask anyone to leave who, by his/her actions, is evidencing that he/she has not legitimate basis to be on the property. Such Police Department member is granted the authority to make inquiries into the person's actions to determine if the individual is a guest and if determined to be a guest to return to the area occupied by the resident. If the person refuses to comply, then the Complex requests that the Police Department member to order the person to vacate the premises or to reenter the premises occupied by the resident, and if the person so ordered shall fail to do so, then the Police Department member is authorized to make any lawful arrest.
3. The Complex retains any legal rights to ask persons to leave when such person or persons is not evidencing a legitimate reason to be on the property.
4. The Complex by and through the authorized representative acknowledges that this grant of authority to the Police Department is given voluntarily.

5. The Complex by and through its authorized representative expressly grants to each member of the Police Department the rights of ingress and egress for the purposes stated in paragraph 2 above.

6. Nothing in this Agreement is intended, nor does it affect, those legal rights retained by either party to this Agreement and by signing this Agreement neither party relinquishes any legal rights or remedies in law or equity.

The Complex representative signing this agreement states that he/she has been authorized by virtue of the representative's position to execute this Agreement and to bind the Complex to the terms and conditions stated herein and further agrees to indemnify and hold harmless the City of Greenville, the Greenville Police Department, its managers, directors, officers and employees for any claims arising out of the course and scope of this agreement.

The Complex representative acknowledges and understands that as owner or manager or president of the homeowners association, he or she may be required to testify in court as to the power to delegate the powers and authorities set forth herein.

The Complex acknowledges and understands it may terminate this Agreement at any time by giving written notice to the Police Department by addressing such notice to the following person at the following address:

Greenville Police Department
c/o Records Custodian
Fax # 252-329-4594

This Agreement shall be effective on the date signed and shall remain in effect until revoked or terminated as above.

This the _____ day of _____, 20__.

**DOCUMENT MUST BE NOTARIZED OR SIGNED BEFORE GREENVILLE
POLICE OFFICER AS A WITNESS**

Complex: _____
Title: _____
Address: _____
City: _____
Tel.#: _____

STATE OF NORTH CAROLINA
PITT COUNTY

Sworn to and subscribed before me, a Notary Public duly authorized in and for the aforesaid State and County and that the person identified as the owner or agent having been first made known to me affixed his or her signature for the purposes set forth in the foregoing document.

This the _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

OR

(Greenville Police employee witness signature)
(COG ID No. _____)
(Printed name _____)

(Date)

FOR THE GREENVILLE POLICE DEPARTMENT

Chief of Police or designee
(if designee)(COG ID No. _____)
Printed name: _____